

1 5335/A
RECORDATION NO. _____ Filed 1425

CRAVATH, SWAINE & MOORE OCT 19 1987-3 15 PM

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

INTERSTATE COMMERCE COMMISSION

TELEPHONE

212-512-3000

TELEX

RCA 233663

WUD 125547

WUI 820976

TRT 177149

CABLE ADDRESSES

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TELEPHONE: 1-608-1421

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ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A.O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BRONE
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE

JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHWARTZ
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM P. ROGERS, JR.
JAMES D. COOPER
STEPHEN L. GORDON
ROBERT A. KINDLER
DANIEL L. MOSLEY
GREGORY M. SHAW
PETER S. WILSON

RECORDATION NO. 1 5335/B Filed 1425

OCT 19 1987-3 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 1 5335/C Filed 1425

OCT 19 1987-3 15 PM

INTERSTATE COMMERCE COMMISSION

Consolidated Rail Corporation

Lease Financing Dated as of October 1, 1987

Conditional Sale Indebtedness Due January 2, 2002

No. 7-292A010

Date OCT 19 1987

Fee \$ 20.00

ICC Washington

INTERSTATE COMMERCE COMMISSION

OCT 19 1987-3 15 PM

October 19 1987

TELETYPE UNIT

ICC OFFICE OF
SECRETARY
3 11 PM '87

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation, for filing and recordation, counterparts of each of the following documents:

New Number -
1. (a) Conditional Sale Agreement dated as of October 1, 1987, among Consolidated Rail Corporation, Thrall Car Manufacturing Company and Trinity Industries, Inc., as Builders, and Whirlpool Acceptance Corporation, as Vendee; and

- A
(b) Agreement and Assignment dated as of October 1, 1987, among Consolidated Rail Corporation, Thrall Car Manufacturing Company and Trinity Industries, Inc., as Builders, and Mercantile-Safe Deposit and Trust Company, as Agent.

- B
2. (a) Lease of Railroad Equipment dated as of October 1, 1987, between Consolidated Rail Corporation, as Lessee, and Whirlpool Acceptance Corporation, as Vendee; and

- C
(b) Assignment of Lease and Agreement dated as of October 1, 1987, between Whirlpool Acceptance

Countersigned _____

Corporation, as Vendee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The names and addresses of the parties to the aforementioned agreements are as follows:

1. Agent:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

2. Vendee:

Whirlpool Acceptance Corporation
17177 N. Laurel Park Drive
Livonia, Michigan 48152

3. Builders-Vendors:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19103

Thrall Car Manufacturing Company
26th and State Streets
Chicago, Illinois 60411

Trinity Industries, Inc.,
2525 Stemmons Freeway
Dallas, Texas 75207

4. Lessee:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Please file and record the documents referred to in this letter and index them under the names of the Agent, the Vendee the Builders-Vendors and the Lessee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto.

The equipment bears the legend "Ownership Subject to Documents Filed with The Interstate Commerce Commission".

There is also enclosed a check for \$20 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement and related Agreement and Assignment (together constituting one document), and the Lease of Railroad Equipment and related Assignment of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich /cws

Laurance V. Goodrich
as Agent for Consolidated Rail
Corporation

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

ANNEX B

to

Conditional Sale Agreement

<u>Builder*</u>	<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's</u>		
					<u>Identification Numbers (Both Inclusive)</u>	<u>Base Price per Unit</u>	<u>Total</u> <u>Delivery</u>
Thrall Car Manufac- turing Company	Bi-Level enclosed auto racks	FA	Chicago Heights, Illinois	100	CR 6000-6099**	\$25,860	\$ 2,586,000 Winder, Georgia
Thrall Car Manufac- turing Company	Tri-Level enclosed auto racks	FA	Chicago Heights, Illinois	150	CR 3900-3999 CR 5001-5050	33,830	5,074,500 Winder, Georgia
Trinity Industries Inc.	Tri-Level enclosed auto racks	FA	Greenville, PA	150	CR 3750-3899	33,068	4,960,200 F.O.B. Greenville, PA
				400			\$12,620,700

* To the extent Consolidated Rail Corporation ("Conrail") purchases units of Equipment from the other Builders before the first Closing Date, Conrail will be the Builder hereunder as to all such units and will sell such units hereunder at the same price it paid for them.

** The first 18 cars are numbered CR 2100 to 2117 and such numbers will eventually be changed to CR 6000 to 6017. This Agreement covers the cars under both sets of numbers.

Exhibit A

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/19/87

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/19/87 at 3:15pm, and assigned recordation number(s). 15335, 15335-A, 15335-B & 15335-C

Sincerely yours,

Norata L. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

OCT 19 1987 -3 15 PM

[P72030]

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 1, 1987 (this "Assignment"), between WHIRLPOOL ACCEPTANCE CORPORATION and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent ("Vendor") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

WHEREAS the Lessor is entering into a Conditional Sale Agreement dated as of the date hereof ("CSA") with Consolidated Rail Corporation (in such capacity "Builder"), Thrall Car Manufacturing Company and Trinity Industries, Inc. (severally "Builder" and collectively "Builders"), providing for the sale to the Lessor of such units of railroad equipment ("Units") described in Annex B thereto as are delivered to and accepted by the Lessor thereunder;

WHEREAS the Lessor and Consolidated Rail Corporation ("Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") which provides for the leasing by the Lessor to the Lessee of the Units; and

WHEREAS in order to provide security for the obligations of the Lessor under the CSA and as an inducement to the Vendor and the Investors (as defined in the Participation Agreement) for whom the Vendor is acting to invest in the CSA Indebtedness (as defined in the CSA), the Lessor has agreed to assign certain of its rights under the Lease to the Vendor.

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned, the parties hereto agree as follows:

1. The Lessor hereby assigns, transfers and sets over unto the Vendor, as collateral security for and to provide for the payment and performance of the obligations of the Lessor under the CSA, all the Lessor's rights, titles and interests, powers, privileges and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable from the Lessee by the Lessor under or pursuant to the provisions of the Lease (other than payments by the Lessee to the Lessor under

Sections 6, 9 and 22 of the Lease) whether as rent, casualty payment, indemnity, liquidated damages or otherwise (such moneys being hereinafter called "Payments"), and the right to make all waivers, modifications and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease and to do any and all other things whatsoever which the Lessor is or may become entitled to do under or with respect to the Lease. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Lessor or as attorney for the Lessor, to ask, demand, sue for, collect and receive any and all Payments to which the Lessor is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to the Lease. To the extent received, the Vendor will apply such Payments first, to satisfy the obligations of the Lessor under the CSA which are due and payable on the date such Payments were required to be made pursuant to the Lease, and second, so long as no event of default or event which with the lapse of time and/or demand provided for in the CSA could constitute an event of default thereunder shall have occurred and be continuing, any balance shall be deemed to be held by the Vendor in trust for the Lessor and shall be paid immediately to the Lessor, by bank wire to the Lessor at such address as may be specified to the Vendor in writing, and such balance shall be retained by the Lessor. If the Vendor shall not receive any rental payment under Section 3 of the Lease or any Casualty Value under Section 7 of the Lease when due, the Vendor shall notify the Lessee and the Lessor by telephone, confirmed in writing, at their addresses set forth in the Lease; provided, however, that the failure of the Vendor to so notify the Lessee and the Lessor shall not affect the obligations of the Lessor hereunder or under the CSA; except that the Vendor may not declare an event of default under subparagraph (a) or (f) of Article 15 of the CSA arising solely by reason of the failure of the Lessee to make any such rental payment or payment of Casualty Value which, pursuant to subparagraph (e) of Article 15 of the CSA, would not constitute an event of default thereunder if the Lessor complies with the provisions thereof, unless such event of default is not remedied within 10 business days after notification is given as aforesaid.

2. The assignment made by the Lessor hereunder is executed only as security and, therefore, the execution and delivery of this Assignment by the Lessor shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify, the liability of the Lessor under the Lease, it being agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessor to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Lessor or persons other than the Vendor.

3. The Lessor represents and warrants to the Vendor that the Lessor has not entered into any assignment of its interests in the Lease other than this Assignment, has not entered into any amendment or modification of the Lease and has not created or incurred or suffered to exist with respect to the Lease or with respect to any of its interests therein any claim, lien or charge arising by, through or under the Lessor.

The Lessor agrees that it will from time to time and at all times, at the reasonable request of the Vendor or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions herein set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Vendor or intended so to be.

4. The Lessor will faithfully abide by, perform and discharge each and every obligation and agreement which the Lease provides is to be performed by the Lessor; without the written consent of the Vendor, the Lessor will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee of or from the obligations, covenants, conditions and agreements to be performed by the Lessee thereunder, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease and the Lessor agrees that any amendment, modification or termination thereof without such consent shall be void.

5. The Lessor does hereby constitute the Vendor its true and lawful attorney, irrevocably, with full power in the name of the Lessor or otherwise, to ask, require, demand, receive, compound and give acquittance for any and

all Payments due and to become due under or arising out of the Lease to which the Lessor is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

6. Upon the full discharge and satisfaction of all sums due from the Lessor under the CSA, the Lessor's assignment hereunder of its rights under the Lease shall terminate, and all estate, right, title and interest of the Vendor under the Lease shall revert to the Lessor. However, the Vendor, if so requested by the Lessor at that time, will (a) execute an instrument releasing its entire estate, right, title and interest under the Lease and transferring such estate, right, title and interest to the Lessor and (b) execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by the Lessor in order to confirm or further assure the interest under the Lease which shall have reverted or been so transferred to the Lessor.

7. The Lessor will pay and discharge any and all taxes, claims, liens, charges or security interests (other than those created by the CSA) on the Lease or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Lessor, not arising out of the transactions contemplated by the CSA or the Lease (but including income taxes arising out of the receipt of rentals and other payments under the Lease and any other proceeds from the Units) which, if unpaid, might become a claim, lien, charge or security interest on or with respect to the Lease or such rentals or other payments, unless the Lessor shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of the Vendor, adversely affect such interests of the Vendor.

8. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder.

9. This Assignment shall be governed by the laws of the State of Michigan, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing or deposit hereof or of financing statements under the Uniform Commercial Code as shall be conferred by the laws of the several jurisdictions in which this Assignment shall be filed or deposited or such financing statements filed.

10. The Lessor shall cause copies of all notices and other documents received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in the CSA, or at such other address as the Vendor shall designate in writing.

11. The Vendor hereby agrees with the Lessor that the Vendor will not, so long as no event of default under Article 15 of the CSA has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Lessor to the Vendor by this Assignment, without the prior written consent of the Lessor, except the right to receive Payments under Paragraph 1 hereof and that, subject to the terms of the Lease and the CSA, the Lessor may, so long as no event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of Section 10(a) of the Lease; provided, however, that the Lessor may, whether or not an event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise and enforce, its rights, powers, privileges and remedies arising out of Section 10(a) of the Lease in respect of its rights under Sections 6, 9 and 22 of the Lease; provided further, however, that the Lessor shall not, without the prior written consent of the Vendor, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of Section 10(b) of the Lease or take any action which would cause any termination of the Lease with respect to any Unit.

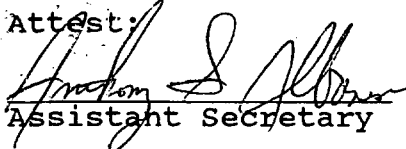
12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Vendor shall be deemed to be the original and all others shall be deemed to be duplicates thereof. It shall not be

necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

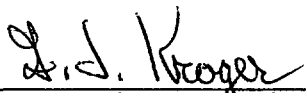
[Corporate Seal]

Attest:


Assistant Secretary

WHIRLPOOL ACCEPTANCE CORPORATION,

by


Senior Vice President, Finance

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,
as Agent,

Attest:

by

Corporate Trust
Officer

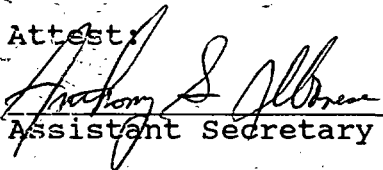
Vice President

necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

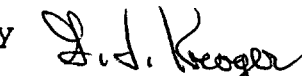
[Corporate Seal]

Attest:


Assistant Secretary

WHIRLPOOL ACCEPTANCE CORPORATION,

by




Senior Vice President, Finance


[Corporate Seal]

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,
as Agent,

Attest:

by


Vice President


Corporate Trust
Officer

necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

[Corporate Seal]

WHIRLPOOL ACCEPTANCE CORPORATION,

Attest:

by

Assistant Secretary

Vice President

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,
as Agent,

Attest:


by

Corporate Trust
Officer

Vice President

STATE OF MICHIGAN,)
) ss.:
COUNTY OF BERRIEN.)

On this 15 day of October 1987, before me personally appeared G. J. Kroger, to me personally known, who, being by me duly sworn, says that he is a Sr. Vice President, Finance of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

REBECCA JEAN DOAK

My Commission expires: ~~Notary Public, Berrien County, Michigan~~
My Commission Expires Feb. 7, 1989

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of October 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires:

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of October 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

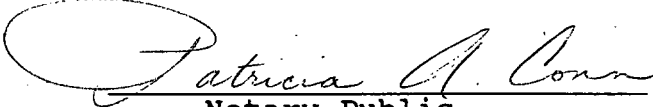
Notary Public

[Notarial Seal]

My Commission expires:

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this ^{9th} day of October 1987, before me personally appeared SANDRA L. SPIRO to me personally known, who, being by me duly sworn, says that she is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires: 7-1-90

CONSENT AND AGREEMENT

The undersigned CONSOLIDATED RAIL CORPORATION ("Lessee"), the lessee named in the Lease ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Lease Assignment"), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that:

(1) it will pay all Payments (as defined in Section 1 of the Lease Assignment) due and to become due under the Lease directly to Mercantile-Safe Deposit and Trust Company, as Agent ("Vendor"), the assignee named in the Lease Assignment, by bank wire transfer of immediately available funds to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Department's Account No. 620081-8, with notation that funds are "RE: Conrail 10/1/87" (or at such other address as may be furnished in writing to the Lessee by the Vendor);

(2) the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Vendor were named therein as the Lessor and that the Lessee will not assert against the Vendor any claim or defense the Lessee may have against the Lessor under the Lease;

(3) the Vendor shall not, by virtue of the Lease Assignment, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Vendor, be terminated, amended or modified (except as specifically provided therein) nor shall any waiver or release be given or accepted with respect thereto nor shall any action be taken or omitted by the Lessee, the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the

Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

[Corporate Seal]

Attest:

Elizabeth Maggio
ASSISTANT SECRETARY

CONSOLIDATED RAIL CORPORATION
as Lessee,

by Thomas J. Lieber
Assistant Treasurer

The foregoing Consent and Agreement is hereby accepted, as of the 1st day of October 1987.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent,

by

Vice President

Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

[Corporate Seal]

CONSOLIDATED RAIL CORPORATION
as Lessee,

Attest:

by _____

The foregoing Consent and Agreement is hereby accepted, as of the 1st day of October 1987.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent,

by

John F. Lyons
Vice President